

EMPLOYMENT AGREEMENT FOR LEON COUNTY ATTORNEY

THIS AGREEMENT is made and entered into on this _____ day of _____, 2003, by and between LEON COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "the Board") and HERBERT W.A. THIELE, ESQ., (hereinafter referred to as "the County Attorney").

WITNESSETH:

WHEREAS, Herbert W.A. Thiele has served as County Attorney since April 30, 1990, and has demonstrated the level of professional competency desired by the Board;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises which the parties have set forth herein, the Board and the County Attorney agree as follows:

Section 1. Retention.

Pursuant to Section 125.01(1), Florida Statutes, the Board hereby ratifies the selection of Herbert W.A. Thiele, Esq., as the Leon County Attorney, retroactive to April 30, 1990.

Section 2. Powers and Duties of the County Attorney.

The Board hereby agrees to continue to employ Herbert W.A. Thiele as County Attorney for Leon County, and the County Attorney agrees to perform the functions and duties of County Attorney, as required by law, established by the Leon County Charter, as set forth in this Agreement, and as established by the Board from time to time. The County Attorney shall also be responsible to the Board for the proper administration of all affairs and matters of the Leon County Attorney's Office.

Section 3. Compensation and General Existing Benefits.

(A) The County Attorney shall receive an annual salary payable as with other regular employees of the County, subject to annual cost of living adjustments as granted to the County's general employees, merit adjustments in accordance with Executive Service level employees, and/or lump sum bonuses at the discretion of the Chairman, or such other Commissioner designated by the Board.

(B) The County Attorney shall be entitled to all other benefits provided to other County employees in the Executive Service class, and any other benefits which are provided to the County Attorney as of the date of this Agreement.

Section 4. Key Employee Retention.

In order to assume continuity, and to induce key employees such as the County Attorney to remain with Leon County, the following additional benefits are conferred:

(A) The Board shall contribute, on the County Attorney's behalf, to a deferred compensation program, seven (7) percent of his salary, which shall automatically increase if his salary increases from time to time. Such sums shall be vested to the County Attorney at 25% after one year, 50% after an additional year, 75% after an additional year, and 100% upon completion of four years from the date hereof. If requested, the Board agrees to transfer said account to succeeding employers upon the County Attorney's resignation or termination, in such amounts as are vested.

(B) The Board shall provide errors and omissions coverage applicable to acts or omissions of the County Attorney arising out of his employment. The Board shall also defend, save harmless, and indemnify the County Attorney against any claim, suit, action, demand, and/or liability arising out of any act, alleged act, alleged failure to act, omission or any other incident, involving or arising out of the scope of his employment and/or the performance of his duties as County Attorney.

(C) The Board shall not at any time during the term of this agreement reduce the salary, compensation, or other financial benefits of the County Attorney, except to the degree of such a reduction across-the-board for all employees of the Board.

Section 5. Termination of Employment.

(A) It is understood and agreed that the Board will be the sole judge as to the effectiveness and efficiency with which the County Attorney performs his employment. The County Attorney serves at the pleasure of the majority of the Board of County Commissioners.

(B) The County Attorney may be removed from his position at any time by a majority vote of the full seven members of the Board of County Commissioners at any regularly scheduled meeting. Further, in the event that the Board terminates this employment pursuant to this agreement, the Board shall provide as separation payments to the County Attorney, all salary and benefits as described in this agreement and health insurance for a period of six months, in addition to what other Executive Service employees would receive.

(C) In the event Leon County ceases conducting its business, takes any action towards its dissolution or consolidation with another government, makes any assignment for the benefit of its creditors, or is the subject of any state or federal insolvency proceeding of any kind, then this agreement shall be deemed voidable by either party, it being acknowledged that should either party seek to void this agreement, pursuant to this provision, the County Attorney would be entitled to, and

shall receive as severance pay a sum equal to the County Attorney's full compensation and benefits under this agreement for one (1) year, in addition to what other Executive Service employees would receive.

Section 6. Applicability.

The provisions of this section are intended to supersede the provisions of the personnel policies manual or any other provisions in the Board's policies or personnel rules in conflict herewith.

Dated this _____ day of _____, 2003.

LEON COUNTY, FLORIDA

HERBERT W.A. THIELE, ESQ.
COUNTY ATTORNEY

BY: _____
TONY GRIPPA, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

BY: _____
BOB INZER, CLERK